

1 BILL NO. S-84-10- *12*

2 SPECIAL ORDINANCE NO. S- 126-84

3 AN ORDINANCE approving Contract  
4 for Resolution #6004-84 - Oxford  
5 Neighborhood X, Phase III by the  
6 City of Fort Wayne by and through  
its Board of Public Works and  
Safety with Gaines Construction  
Company, Inc.

7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF  
8 THE CITY OF FORT WAYNE, INDIANA:

9 SECTION 1. That the annexed Contract for Resolution  
10 #6004-84 - Oxford Neighborhood X, Phase III by the City of Fort  
11 Wayne by and through its Board of Public Works and Safety with  
12 Gaines Construction Company, Inc., is hereby ratified, confirmed  
13 and approved in all respects. The work under said Contract re-  
14 quires:

15 construction of curb, sidewalk,  
16 and drainage on McKee Street from  
Bowser to Smith; McKee Street from  
Weisser Park to Hanna;

17 ALTERNATE I consists of Colerick  
18 from Hanna to Weisser Park;

19 ALTERNATE II consists of John Street  
20 from Colerick to Eckart;

21 the Contract price for the base bid is Forty-Eight Thousand Four  
22 Hundred Sixty-Eight and 30/100 Dollars (\$48,468.30) - the price for  
23 Alternate I is Fifteen Thousand Eight Hundred Twenty-Three and  
24 22/100 Dollars (\$15,823.22) - the price for Alternate II is Seven  
25 Thousand Seven Hundred Forty and 48/100 Dollars (\$7,740.48). (Al-  
26 ternates I and II are contingent on money being available from  
27 C.D. & P.).

28 SECTION 2. Prior Approval was received from Council with  
29 respect to the Contract on July 10, 1984. Two (2) copies of the  
30 Contract attached hereto are on file with the City Clerk's Office  
31 and are available for public inspection.

32

Page Two

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Samuel J. Talarico  
Councilmember

APPROVED AS TO FORM  
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Talarico, seconded by Gia Quinta, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, at \_\_\_\_\_ o'clock M., E.S.

DATE: 10-9-84

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Talarico, seconded by Gia Quinta, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>BRADBURY</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>BURNS</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>EISBART</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>GiaQUINTA</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>HENRY</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>REDD</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHMIDT</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>STIER</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>TALARICO</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

DATE: 10-23-84

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) Special (SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. J-126-84 on the 23rd day of October, 1984.

ATTEST:

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

(SEAL)

Bay-Adams  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th day of October, 1984, at the hour of 11:30 o'clock A. M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 25th day of October, 1984, at the hour of 2:00 o'clock P. M., E.S.T.

Win Moses  
WIN MOSES, JR., MAYOR

# CONTRACT

This Agreement, made and entered into this 26<sup>th</sup> day of September, 1984  
by and between -----GAINES CONSTRUCTION COMPANY, INC.-----

----- 217 W. WASHINGTON CENTER ROAD, FORT WAYNE, INDIANA -----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, herein-  
after called "City," under and by virtue of an act of the General Assembly of the State of Indiana,  
entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory  
and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-  
RESOLUTION NO. 6004-84

prove by constructing curb, sidewalk, and drainage on MCKEE STREET from

Bowser to Smith; MCKEE STREET from Weisser Park to Hanna; (BASE BID) and

ALTERNATE I - Colerick from Hanna to Weisser Park

ALTERNATE II - John Street from Colerick to Eckart

This Area also known as OXFORD NEIGHBORHOOD X, PHASE III

by grading and paving the roadway to a width of xxxxxxxxxxxxxxxx feet with xxxx

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a  
good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-  
ment Resolution No. 6004-84 attached hereto and by reference made a part thereof.

At the following prices:

Concrete Removal	Two dollars and no cents per square yard	2.00
Curb Removal	One dollar and no cents per lineal foot	1.00
Conc. Wall Removal	Three dollars and no cents per lineal foot	3.00
Concrete Block Wall (Incl. Water Proofing)	Two dollars and sixty cents per square foot	2.60
Concrete Walk 4"	One dollar and forty-five cents per square foot	1.45
Concrete Wing Walk 6"	One dollar and eighty cents per square foot	1.80
Concrete Curb Face Walk	Two dollars and sixty-five cents per square foot	2.65
Concrete Drives 6"	Seventeen dollars and no cents per square yard	17.00
Concrete Curb Type III	Six dollars and no cents per lineal foot	6.00
Curb Type II A	Seven dollars and no cents per lineal foot	7.00
Pavement 2" Recessed 7"	Seventeen dollars and no cents per square yard	17.00

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 6004-84, the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally September 30, 84 and in all respects completed on or before \_\_\_\_\_, 19\_\_\_\_ and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date \_\_\_\_\_, 19\_\_\_\_ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even *prima facie* evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 26<sup>th</sup>  
day of September, 1984  
ATTEST:

David Daines  
Corporate Secretary

David Daines  
City of Fort Wayne, By and Through:  
Oselle R. Ginter

Ward B. Clark  
Its Board of Public Works and Mayor.

GAINES CONSTRUCTION CO., INC.

BY: Henry Gaines

ITS:

Contractor, Party of the First Part.

ATTEST:

Helen D. Hohenauer  
Secretary and Clerk

Remove and Replace CB Type 1-C (Incl. Stone Backfill Cast Iron Trap & Casting)	One thousand, two hundred and fifty dollars and no cents per each	1,250.00
Pipe Class V 12" (Incl. Stone Backfill)	Twenty dollars and no cents per lineal foot	20.00
Inlet 1-C	Five hundred and fifty dollars and no cents per each	550.00
B-Borrow	No dollar and ten cents per ton	0.10
Top Soil	No dollar and ten cents per ton	0.10
Seeding, Mulch, Fert. & Fine Grading	One dollar and fifty cents per square yard	1.50
Asphalting Patching	No dollar and ten cents per lineal foot	0.10
Tree Removal 12"	One hundred dollars and no cents per each	100.00
Tree Removal 18"	One hundred dollars and no cents per each	100.00
Tree Removal 24"	Two hundred dollars and no cents per each	200.00
Tree Removal 30"	Two hundred and fifty dollars and no cents per each	250.00
Tree Removal 36" & Up	Three hundred dollars and no cents per each	300.00
Total Base Bid	Forty-eight thousand, four hundred sixty-eight dollars and thirty cents	48,468.30

#### ALTERNATE I

Curb Concrete	Six dollars and no cents per lineal foot	6.00
Curb Removal	One dollar and no cents per lineal foot	1.00
Wing Walk	One dollar and eighty cents per square foot	1.80
Concrete Removal	Two dollars and no cents per square yard	2.00
Concrete Walk	One dollar and forty-five cents per square foot	1.45
Conc. Drive 6"	Seventeen dollars and no cents per square yard	17.00
CB Remove & Replace (incl. stone backfill, cast iron trap and casting)	One thousand, two hundred and fifty dollars and no cents per each	1,250.00
12" Pipe RCP Class V (incl. stone backfill)	Twenty dollars and no cents per lineal foot	20.00
B-Borrow	No dollar and ten cents per ton	0.10
Top Soil	No dollar and ten cents per ton	0.10

Seeding, Mulch, Fert. & fine grading	Two dollars and no cents per square yard	2.00
Tree Removal 30"	Two hundred and fifty dollars and no cents per each	250:00
Tree Removal 36"	Three hundred dollars and no cents per each	300.00
Tree Removal 42" & up	Three hundred and twenty-five dollars and no cents per each	325.00
<b>TOTAL ALTERNATE I BID</b>	<b>Fifteen thousand, eight hundred twenty-three dollars and twenty-two cents</b>	<b>15,823.22</b>

#### ALTERNATE II

Curb Removal	One dollar and no cents per lineal foot	1.00
Concrete Removal	Two dollars and no cents per square yard	2.00
Wing Walk	One dollar and eighty cents per square foot	1.80
Walk	One dollar and forty-five cents per square foot	1.45
2' Curb Face Walk	Two dollars and sixty-five cents per square foot	2.65
Type III Curb	Seven dollars and no cents per lineal foot	7.00
Remove & Replace CB Type I-C (Incl. Stone Backfill Cast Iron Trap & Casting)	One thousand, two hundred and fifty dollars and no cents per each	1,250.00
12' Pipe, RCP Class V (Incl. Stone Backfill)	Twenty dollars and no cents per lineal foot	20.00
Type C Casting	Two hundred dollars and no cents per each	200.00
Top Soil	No dollar and ten cents per ton	0.10
Seeding, Mulch, Fertilizer	One dollar and fifty cents per square yard	1.50
B-Borrow	No dollar and ten cents per ton	0.10
<b>TOTAL ALTERNATE II BID</b>	<b>Seven thousand, seven hundred forty dollars and forty-eight cents</b>	<b>7,740.48</b>
<b>GRAND TOTAL (Including Base Bid, Alternate I and Alternate II)</b>	<b>Seventy-two thousand, thirty-two dollars and no cents</b>	<b>72,032.00</b>

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act, (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.)

A copy of General Ordinance No. G-34-78 (as amended) concerning discrimination in employment under municipal contracts, is attached and incorporated herein by reference.

FOR CURB AND SIDEWALK

No. 6004 - 1984

#1

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIAN.

That it is deemed necessary to improve by constructing curb, sidewalk, and drainage on  
MCKEE STREET from Bowser to Smith; MCKEE STREET from Weisser Park to Hanna and

ALTERNATE #1 - Colerick from Hanna to Weisser Park

ALTERNATE #2 - John Street from Colerick to Eckart

Also known as OXFORD NEIGHBORHOOD X, PHASE III.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by Community Development & Planning.

Adopted, this 30<sup>th</sup> day of May, 1984

ATTEST: Robert D. Hachemian  
Secretary & Clerk

BOARD OF PUBLIC WORKS:

David Keel  
3/5

PERFORMANCE AND GUARANTEE BOND

SP-6349

KNOW ALL MEN BY THESE PRESENTS, that we GAINES CONSTRUCTION CO., INC., as Principal, and the GUARD CASUALTY AND SURETY INSURANCE COMPANY -----, a corporation organized under the laws of the State of Indiana, and duly authorized to transact business in the State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of SEVENTY-TWO THOUSAND, THIRTY-TWO DOLLARS AND NO CENTS ----- (\$ 72,032.00 -----), for the payment whereof well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that

WHEREAS, the Principal did on the 26<sup>th</sup> day of September, 19 84, enter into a contract with the City of Fort Wayne to construct

RESOLUTION NO. 6004-84

To improve by constructing curb, sidewalk, and drainage on MCKEE STREET from Bowser to Smith; MCKEE STREET from Weisser Park to Hanna (BASE BID) and

ALTERNATE I - Colerick from Hanna to Weisser Park

ALTERNATE II - John Street from Colerick to Eckart

This Area also known as OXFORD NEIGHBORHOOD X, PHASE III

at a cost of \$ 72,032.00 -----, according to certain plans and specifications prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement provides:

1. That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of three (3) years from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

GAINES CONSTRUCTION CO., INC.

(Contractor)

BY: Henry Gaines

ITS: \_\_\_\_\_

ATTEST:

Daniel Gaines  
\_\_\_\_\_  
(Title)

GUARD CASUALTY AND SURETY INSURANCE COMPANY

Surety

Lynn Smith

\*BY: Lynn Smith  
Authorized Agent Lynn Smith  
(Attorney-in-Fact)

\*If signed by an agent, power of attorney must be attached

# GUARD CASUALTY AND SURETY INSURANCE COMPANY

1317 N. Pennsylvania Indianapolis, Indiana 46244

SP N<sup>o</sup> 6349

KNOW ALL MEN BY THESE PRESENTS, GUARD CASUALTY AND SURETY INSURANCE COMPANY a corporation duly organized under the laws of the State of Indiana, and having its general office in the city of Indianapolis, State of Indiana, has made, constituted and appointed, and does by these presents, make, constitute and appoint,

Leland Smith, Lynn Smith

of

Fort Wayne, Indiana

its true and lawful Attorney-in-Fact with full power and authority hereby conferred to sign and deliver in its behalf as Surety, any and all kinds of Surety Bonds, except as limited hereon, and to bind GUARD CASUALTY AND SURETY INSURANCE COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of GUARD CASUALTY AND SURETY INSURANCE COMPANY and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed, provided that the liability of the Company as surety on any such bond executed under this authority shall not exceed

One Hundred Thousand Dollars (\$100,000.00)

THIS POWER VOID IF ALTERED OR ERASED OR IF POWER NUMBER IS NOT IN BLUE INK

(This power does not authorize the execution of bonds for loan, financial or bank guarantees.)

The acknowledgement and execution of any such document by said Attorney-in-Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

The signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

GUARD CASUALTY AND SURETY INSURANCE COMPANY further certifies that the following is a true and exact copy of a resolution of the Board of Directors of GUARD CASUALTY AND SURETY INSURANCE COMPANY, duly adopted and now in force, to wit: All bonds of the corporation shall be executed in the corporate name of the Company by the President, any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, or any Assistant Secretary may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds in the name of the Company.

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of June 11 1985, but until such time shall be irrevocable and in full force and effect.

IN WITNESS WHEREOF, the said GUARD CASUALTY AND SURETY INSURANCE COMPANY has caused these presents to be executed by its officer, with its corporate seal affixed, this date of September 5, 1984

GUARD CASUALTY AND SURETY INSURANCE COMPANY

By Leon E. Ellis  
SS:

President

STATE OF INDIANA  
COUNTY OF MARION

On this Sept. 5, 1984, before me, a Notary Public, personally appeared Leon E. Ellis who being by me duly sworn, acknowledged that he signed the above Power-of-Attorney as an officer of the said GUARD CASUALTY AND SURETY INSURANCE COMPANY and acknowledged said instrument to be the voluntary act and deed of the corporation.

My commission expires: May 28, 1985


Sandra J. Glenn

Notary Public

If you have any questions concerning this power call (317) 638-1833 for verification.

PAYMENT BOND

SP-6349

KNOW ALL MEN BY THESE PRESENTS: that

----- GAINES CONSTRUCTION COMPANY, INC. -----

(Name of Contractor)

----- 217 W. WASHINGTON CENTER ROAD, FORT WAYNE, INDIANA -----

(Address)

a \_\_\_\_\_, hereinafter called Principal,  
(Corporation, Partnership or Individual)

and \_\_\_\_\_ GUARD CASUALTY & SURETY INSURANCE COMPANY -----  
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of SEVENTY-TWO THOUSAND, THIRTY-TWO DOLLARS AND NO CENTS -----

for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the Sept 26 day of September, 1984, for the construction of:

RESOLUTION NO. 6004-84

To improve by constructing curb, sidewalk, and drainage on MCKEE STREET from Bowser to Smith; MCKEE STREET from Weisser Park to Hanna; (BASE BID) and

ALTERNATE I: Colerick from Hanna to Weisser Park

ALTERNATE II: John Street from Colerick to Eckart

This Area also known as OXFORD NEIGHBORHOOD X, PHASE III

at a cost of SEVENTY-TWO THOUSAND, THIRTY-TWO DOLLARS AND NO CENTS -----

(\$ 72,032.00 -----), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

KNOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in three (number) counter-parts, each one of which shall be deemed an original, this 5th day of September, 1984.

(SEAL)

ATTEST:

Daniel Starnes  
(Principal) Secretary

GAINES CONSTRUCTION CO., INC.

Principal

BY Henry Yamin  
Pres  
(Title)

(Address)

Witness as to Principal

(Address)

GUARD CASUALTY AND SURETY INSURANCE COMPANY  
Surety  
BY Lynn Smith  
Attorney-in-Fact  
(Authorized Agent) Lynn Smith

1666 Spy Run Avenue

Fort Wayne, IN 46805

(Address)

Carol Bentler  
Witness as to Surety

1666 Spy Run Avenue  
(Address)

Fort Wayne, IN 46805

NOTE: Date of Bond must not be prior to date of Contract.  
If Contractor is Partnership, all partners should execute bond.

# GUARD CASUALTY AND SURETY INSURANCE COMPANY

1317 N. Pennsylvania Indianapolis, Indiana 46244

SP N° 6349

KNOW ALL MEN BY THESE PRESENTS, GUARD CASUALTY AND SURETY INSURANCE COMPANY a corporation duly organized under the laws of the State of Indiana, and having its general office in the city of Indianapolis, State of Indiana, has made, constituted and appointed, and does by these presents, make, constitute and appoint.

Leland Smith, Lynn Smith

of

Fort Wayne, Indiana

its true and lawful Attorney-in-Fact with full power and authority hereby conferred to sign and deliver in its behalf as Surety, any and all kinds of Surety Bonds, except as limited hereon, and to bind GUARD CASUALTY AND SURETY INSURANCE COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of GUARD CASUALTY AND SURETY INSURANCE COMPANY and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed, provided that the liability of the Company as surety on any such bond executed under this authority shall not exceed

One Hundred Thousand Dollars (\$100,000.00)

THIS POWER VOID IF ALTERED OR ERASED OR IF POWER NUMBER IS NOT IN BLUE INK.

(This power does not authorize the execution of bonds for loan, financial or bank guarantees.)

The acknowledgement and execution of any such document by said Attorney-in-Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

The signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

GUARD CASUALTY AND SURETY INSURANCE COMPANY further certifies that the following is a true and exact copy of a resolution of the Board of Directors of GUARD CASUALTY AND SURETY INSURANCE COMPANY, duly adopted and now in force, to wit: All bonds of the corporation shall be executed in the corporate name of the Company by the President, any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, or any Assistant Secretary may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds in the name of the Company.

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of June 11 1985, but until such time shall be irrevocable and in full force and effect.

IN WITNESS WHEREOF, the said GUARD CASUALTY AND SURETY INSURANCE COMPANY has caused these presents to be executed by its officer, with its corporate seal affixed, this date of September 5, 1984

GUARD CASUALTY AND SURETY INSURANCE COMPANY

STATE OF INDIANA  
COUNTY OF MARIONBy Leon E. Ellis  
SS:

President

On this Sept. 5, 1984, before me, a Notary Public, personally appeared Leon E. Ellis who being by me duly sworn, acknowledged that he signed the above Power-of-Attorney as an officer of the said GUARD CASUALTY AND SURETY INSURANCE COMPANY and acknowledged said instrument to be the voluntary act and deed of the corporation.

My commission expires: May 28, 1985

Sandra J. Glenn

Notary Public

If you have any questions concerning this power call (317) 638-1833 for verification.

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, All Construction and Maintenance contracts awarded by the Board of Works, City of Fort Wayne, Indiana, during the months of July, August & September 1984.

in compliance with the provisions of CHAPTER # 319 of the Acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

CRAFT	CLASS	RATE PER HR.	H&W	PEN.	VAC.	APPR.	MISC	EXP. D.
ASBESTOS WORKER	1	17.70	.85	1.45		2¢		6/30/
BOILERMAKER	1	18.83	1.47½	1.90		3¢		
BRICKLAYER	1	15.91	1.05	1.25		4¢	12¢ PR 4¢ IF	5/31/
CARPENTER (BLDG. ) (HIWAY )	1	13.90	1.50	1.25		2¢	1¢ PR 4¢ IF	12/1/8
	1	13.76	1.25	1.25		5¢	4¢ IF	
CEMENT MASON	1	12.85	.80	.80		2¢		
DRYWALL TAPER	1	12.75	1.15	1.00		12¢	16¢	5/31/
ELECTRICIAN	1	17.30	1.25	90¢+3%		8¢		5/31/
ELEVATOR CONSTRUCTOR	1	17.32	1.64½	1.27	8%	8½¢		
GLAZIER	1	15.90		.70	40¢	4¢		
IRON WORKER	1	13.35	2.25	2.00		annuity 2.45	2¢ IF	5/31/8
LABORER ( BLDG. ) ( HIWAY ) ( SEWER )	1,2,3	11.55 - 12.55	1.15	.75		9¢	5¢ IF	5/31/8
	1,2,3	10.98 - 11.83	1.15	.75		9¢		
	1,2,3	9.75 - 10.60	1.05	.75		4¢		
LATHER	1	13.90	1.50	1.25		2¢	4¢ IF 1¢ PR	
MILLWRIGHT & PILEDRIVER	1	14.30	1.50	1.25		2¢	4¢ IF 2¢ PR	
OP. ENGINEER ( BLDG. ) ( HIWAY ) ( SEWER )	1,2,3	11.55 - 12.55	1.25	1.55		10¢		5/31/8
	1,2,3	11.36 - 15.50	1.25	1.55		14¢		3/31/8
	1,2,3	9.75 - 12.94	.75	1.00		10¢		
PAINTER, BRUSH & ROLLER SPRAY & SANDBLAST	1	12.75	1.15	1.00		12¢	16¢	5/31/8
PLASTERER	1	13.75	1.15	1.00		12¢	16¢	5/31/8
PLUMBER & STEAMFITTER	1	12.85	.80	.80		2¢		
TILE & TERRAZZO MECHANIC	1	17.68	1.00	1.80		7¢	7¢ IF	5/31/8
MOSAIC & TERRAZZO GRINDER	1	14.25						5/31/8
ROOFER	1	9.50 - 11.50						5/31/8
SHEETMETAL WORKER	1	16.10	1.00	.50				
TEAMSTER ( BLDG. ) ( HIWAY )	1	16.67	1.40	1.86		19¢	19¢ IF 60¢ SASI	5/31/8
	1,2,3	13.00½ - 13.45½	58.70 PW	51.00 PW				
	1,2,3	12.31 - 12.91	45.50	"				

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, PREVAILING WAGE SCALE SHALL BE PAID. The above and foregoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 28<sup>th</sup> DAY OF June, 1984

See Stone  
 REPRESENTING GOVERNOR OF INDIANA  
David J. Kest  
 REPRESENTING THE AWARDING AGENCY

Thomas E. Derningstad  
 REPRESENTING THE STATE A.F.L - C.I.O.

BILL NO. S-84-10-12

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS REFERRED AN ORDINANCE approving Contract for Resolution #600/4-84 - Oxford Neighborhood X, Phase III by the City of Fort Wayne by and through its Board of Public Works and Safety with Gaines Construction Company, Inc.

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

SAMUEL J. TALARICO, CHAIRMAN

*Samuel J. Talarico*

CHARLES B. REDD, VICE CHAIRMAN

*Charles B. Redd*

JANET G. BRADBURY

*Janet G. Bradbury*

PAUL M. BURNS

*Paul M. Burns*

THOMAS C. HENRY

*Thomas C. Henry*

CONCURRED IN 10-23-84  
SANDRA E. KENNEDY, CITY CLERK

6814  
TITLE OF ORDINANCE Contract for Res. #6004-84 - Oxford Neighborhood X, Ph. III  
Gaines Construction Company, Inc.  
DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety J-84-10-12

SYNOPSIS OF ORDINANCE Contract for Res. #6004-84, Oxford Neighborhood X,  
Phase III is for construction of curb, sidewalk, and drainage on McKee St.  
from Bowser to Smith; McKee St. from Weisser Park to Hanna

ALTERNATE I consists of Colerick from Hanna to Weisser Park

ALTERNATE II consists of John St. from Colerick to Eckart

Contractor is Gaines Construction Company, Inc.

PRIOR APPROVAL RECEIVED JULY 10, 1984.

EFFECT OF PASSAGE Improvement of above area.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$48,468.30 Base Bid  
Alternate I & II contingent on money 15,823.22 Alt. I  
being available from CD & P. 7,740.48 Alt. II

ASSIGNED TO COMMITTEE